

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SECOND AMENDMENT TO OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessors:** Mike Glover, aka Michael D. Glover, aka Michael Dale Glover and Cheryl Richburg Glover  
**Lessee:** XTO Energy Inc.  
**Former Lessee:** Carrizo Oil and Gas, Inc.  
**Lease Effective Date:** July 26, 2005

On July 26, 2005, Lessors, named above, executed and delivered to Carrizo Oil and Gas, Inc., the Former Lessee named above, an Oil and Gas Lease (the "Lease"), a Memorandum of Oil, Gas and Mineral Lease of which is recorded as Document No. D205258119 of the Official Public Records, Tarrant County, Texas. The Lease, insofar and only insofar as the following described lands (herein, the "Lands"), is now held by XTO Energy Inc., Lessee named above pursuant to an Assignment of Oil, Gas and Mineral Lease dated August 24, 2007, recorded in Document No. D207315533, Official Public Records, Tarrant County, Texas:

Being that certain tract of parcel of land out of the Louisa Bower Survey, A-159, Tarrant County, Texas and being described in that certain Deed dated October 6, 2003 by and between The Frost National Bank, as Trustee of the Testamentary Trust Created under the Last Will and Testament of Clay Cropp, Jr., dated March 2, 1990 as Grantor and Michael D. Glover as Grantee, and recorded as Document No. D203386718; Less and except that parcel described in Deed dated March 22, 2004 by and between Michael D. Glover and wife, Cheryl Richburg Glover as Grantor and Cynthia Izmar Guerra as Grantee and recorded as Document No. D204091264 in the Official Public Records, Tarrant County, Texas, and containing 10.13 acres of land, more or less.

The Lease, insofar as to the Lands, was amended by that certain Amendment to Oil and Gas Lease, recorded as Document No. D208093500 of the Official Public Records of Tarrant County, Texas (herein, the "First Amendment").

The Lease is recognized by Lessors as being in full force and effect and the Lease, insofar as the Lands, is presently owned by Lessee, named above. It is the desire of the Lessors and Lessee to further amend the Lease, insofar as to the Lands, as set out below.

For adequate consideration, Lessors and Lessee further amend the Lease, insofar as to the Lands, by deleting Articles 18, 20, 21, 23, 24 and 28 contained on Exhibit "B" of the Lease.

For adequate consideration, Lessors grant, lease and let to Lessee the Lands for the term provided in the Lease and in accordance with the terms of the Lease, as amended by the First Amendment and as herein amended, and Lessee and Lessors hereby adopt, ratify and confirm the Lease as to the Lands, as amended by the First Amendment and as herein amended.

This Second Amendment to Oil and Gas Lease may be executed in multiple counterparts and the signature and acknowledgment pages may be combined for all purposes. When executed, counterparts shall be binding on the party signing it, regardless of whether all Lessors execute this Amendment.

This Amendment is signed by Lessors and Lessee as of the date of the acknowledgment of their respective signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor:**

\_\_\_\_\_  
Mike Glover, aka Michael Dale Glover,  
aka Michael D. Glover



**Lessee:**

XTO Energy Inc.

  
Edwin S. Ryan, Jr. RLM  
Senior Vice President – Land Administration

THE STATE OF TEXAS      §  
                                  §  
COUNTY OF TARRANT      §

This instrument was acknowledged before me on the \_\_\_\_ day of November, 2008, by  
Mike Glover, aka Michael D. Glover, aka Michael Dale Glover.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

For adequate consideration, Lessors grant, lease and let to Lessee the Lands for the term provided in the Lease and in accordance with the terms of the Lease, as amended by the First Amendment and as herein amended, and Lessee and Lessors hereby adopt, ratify and confirm the Lease as to the Lands, as amended by the First Amendment and as herein amended.

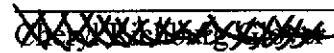
This Second Amendment to Oil and Gas Lease may be executed in multiple counterparts and the signature and acknowledgment pages may be combined for all purposes. When executed, counterparts shall be binding on the party signing it, regardless of whether all Lessors execute this Amendment.

This Amendment is signed by Lessors and Lessee as of the date of the acknowledgment of their respective signatures, but is effective for all purposes as of the Effective Date stated above.

Lessor:



Mike Glover, aka Michael Dale Glover,  
aka Michael D. Glover



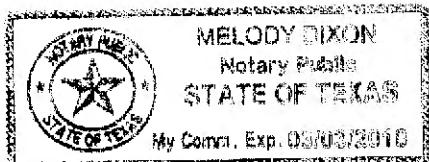
Lessee:

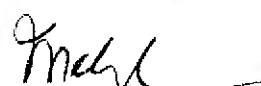
XTO Energy Inc.

Edwin S. Ryan, Jr.  
Senior Vice President – Land Administration

THE STATE OF TEXAS      §  
                                 §  
COUNTY OF TARRANT    §

This instrument was acknowledged before me on the 13<sup>th</sup> day of November, 2008, by  
Mike Glover, aka Michael D. Glover, aka Michael Dale Glover.



  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

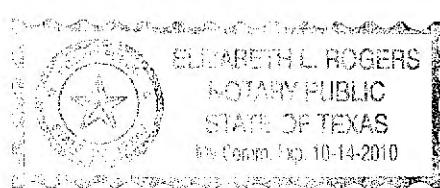
THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the \_\_\_\_ day of November, 2008, by Cheryl Richburg Glover.

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13<sup>th</sup> day of November, 2008, by  
Edwin S. Ryan, Jr., Senior Vice President – Land Administration for XTO Energy Inc., a  
Delaware corporation on behalf of said corporation. .



Elizabeth L. Rogers  
Notary Public in and for the State of CA.  
My Commission Expires: 10/14/18

**EXHIBIT B****Special Provisions**

To One to Four Family Residential Contract (Resale) ("Contract") between Michael D. Glover and Cheryl Glover, as Seller, and XTO Energy Inc., as Buyer.

1. The Property shall include all existing buildings, fixtures, and improvements.
2. Seller will permit Buyer and Buyer's agents and representatives to have reasonable access to enter the Property for the purpose of making such tests and inspections as Buyer deems necessary, and to inspect the plans, surveys, permits, environmental studies, and other engineering reports, maintenance and service records, leases, contracts, and other documents and information pertaining to the ownership, use, operation, and maintenance of the Property.
3. All permits, licenses, easements, contracts, and agreements approved by Buyer, along with other rights, obligations, and appurtenances to the Property will be assigned to the Buyer at closing. All utilities and utility commitments, lines, easements, rights of recovery charges, and other rights and equipment pertaining to any utilities or utility service for the Property will be preserved and maintained by the Seller and will be assigned to the Buyer at closing.
4. Until closing, Seller shall (a) operate the Property in the same manner as on the effective date under reasonably prudent business standards; (b) not transfer or dispose of any part of the Property, any interest or right in the Property, including the granting of any easements, or any of the personal property or other items described in this Contract or sold under this Contract. Seller shall not enter into, amend, or terminate any contract that affects the Property without Buyer's prior written approval. Seller covenants to maintain its liability and property insurance on the Property through the date of closing. The covenants contained in this provision shall survive the closing.
5. With except with regard to that certain existing oil and gas lease from Seller to Carrizo Oil & gas, Inc. dated July 26, 2005 disclosed in the Commitment (the "Carrizo Lease"), which lease is now owned by Buyer, and the other existing oil and gas leases affecting the Property as disclosed by the Commitment, Seller represents and warrants that no leases affect the Property other than leases on a month to month basis. This representation and warranty shall survive the closing of the Property.
6. Buyer may terminate this contract for any reason within fifteen (15) days after the effective date by providing the Seller written notice of termination. If Buyer terminates under this provision, the earnest money will be refunded to Buyer less \$100.00 (Option Fee) that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. The parties acknowledge that Buyer has tendered the Option Fee to Seller upon payment of the amount specified in Paragraph 5 to the escrow agent. The Option Fee is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this provision or if Buyer fails to timely deposit the earnest money, Buyer will

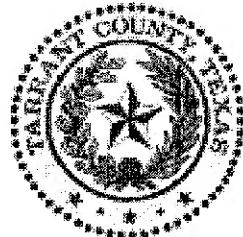
not have the right to terminate under this provision. If Buyer elects to terminate this Contract in accordance with this provision, Seller and Buyer specifically agree that the escrow agent is to immediately return the earnest money (less the Option Fee) to Buyer without any additional documentation or releases from Seller(s), Buyer, or any Broker(s).

7. Seller reserves all oil, gas, and other minerals in, to, and under the Property which are capable of being produced through the wellbore of an oil and/or gas well.

8. The deed from Seller to Buyer shall include the conveyance and assignment of any rights of Seller under any oil and gas lease affecting the Property that relates to surface matters, including but not limited to surface damages and rights to consent to oil and gas lessee surface uses, if any, insofar as they relate to the Property after closing.

9. Subject to the rights of the lessee under the Carrizo Lease, Seller's deed shall contain a waiver of surface rights relating to Seller's retained interest in the oil, gas, and minerals.

10. Buyer and Seller agree to execute and deliver to Buyer at closing a mutually acceptable form of amendment of the Carrizo Lease deleting the Articles 18,20,21,23,24, and 28 from the Carrizo Lease, insofar and only insofar as to the Property, which will be drafted by Buyer. It is the understanding of Seller that Buyer has the full authority to sign and modify the Carrizo Lease as the current owner of the Carrizo Lease insofar as to the Property.



RATTIKIN TITLE CO  
201 MAIN ST # 800

FT WORTH TX 76102

Submitter: RATTIKIN TITLE (OPR)

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration

11/19/2008 10:32 AM

Instrument #:

D208431277

LSE

7 PGS

\$36.00

By: \_\_\_\_\_



**D208431277**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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